

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 9/13/2012

Action Requested By:
Human Services

Agenda Item Type
Resolution

Subject Matter:

Renewal agreement between the City of Huntsville and Lincoln Financial Group.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute the renewal agreement with Lincoln Financial Group for group Life, AD&D, and LTD Insurance and voluntary life and AD&D insurance.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This contract is needed to provide for yearly renewal of life, AD&D, and LTD Insurance coverage for employees.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 9/4/2012

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Human Resources

Council Meeting Date: 9/13/2012

Department Contact: Deloise Manning

Phone # 256-427-5241

Contract or Agreement: Lincoln Financial Group

Document Name: Renewal Letter for Policy Number 86-0053255; 86-0053256; 860067740

City Obligation Amount: _____

Total Project Budget: _____

Uncommitted Account Balance: _____

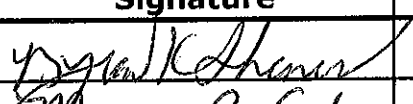
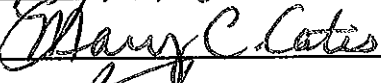
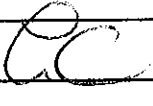
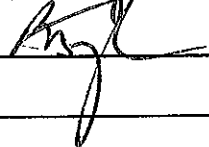
Account Number: _____

Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name: _____
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Department	Signature	Date
1) Originating		9/7/12
2) Legal		9/10/12
3) Finance 		9/11/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 12-_____

WHEREAS the City of Huntsville wishes to continue to offer Life Insurance, Accidental Death and Dismemberment insurance, and Group Long Term Disability insurance to the City;

WHEREAS the City of Huntsville desires to implement the increased Voluntary Employee Life Guarantee Issue Amount from \$100,000 to \$150,000 offered by Lincoln Financial Group for employees that have not previously been denied coverage;

WHEREAS the City of Huntsville, does hereby declare in accordance with Code of Alabama (1975) that the Mayor be, and he is hereby authorized to execute a renewal between the City of Huntsville and Lincoln Financial Group, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as Renewal Letter for Policy Number: 860053255; 86-0053256; 86-0057740 between the City of Huntsville and Lincoln Financial Group for Employee Life, AD&D, and Long Term Disability, and Voluntary Life, and related documents consisting of five (5) pages and the effective date of January 1, 2013, and the date of September 13, 2012 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 13th day of September, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 13th day of September, 2012.

Mayor of the City of
Huntsville, Alabama



Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

July 30, 2012

City of Huntsville
308 Fountain Circle
Huntsville, AL 35801

**The Lincoln National Life
Insurance Company**
8801 Indian Hills Drive
Omaha, NE 68114-4066
toll free (800) 423-2765
www.LFG.com

RE: Renewal Letter for Policy Number: 86-0053255; 86-0053256; 86-0067740

It is our sincere pleasure to provide City of Huntsville with quality group products and services at a cost that delivers sound value. As part of our effort to ensure continuing quality products and service, each year we carefully review and analyze current benefit and rate structures to determine the appropriate premium levels to charge for continued group insurance protection for your valued employees. As part of our review and analysis, along with any adjustment to the underlying rate structure, your premium rates are as follows:

	<u>Your Current Group Rates</u>	<u>Your Newly Calculated Rates Effective on 10/01/2012</u>
Employee Life	\$.217	\$.217 per \$1,000 of benefit
AD&D	\$.020	\$.020 per \$1,000 of benefit
Long Term Disability	\$.095	\$.095 per \$100 of covered payroll
Voluntary Life	Step Rates	No Change to current Step Rates

These rates are guaranteed for 24 months from the renewal date shown above. Your next renewal will take place 10/01/2014. **This renewal letter will serve in place of a policy amendment reflecting this rate change. Please keep this renewal letter with your policy records.**

Thank you for the opportunity to be of service to City of Huntsville. We appreciate your business and look forward to working with you in the future as we continue to meet your group insurance needs. If you have any questions, or if you need further assistance please contact the Renewal Sales Consultant, Natalie Furststein at 770.799.7923.

Option 1: Increase in Voluntary Life Guarantee Issue amount:

The underwriter has offered to increase the Voluntary Employee Life Guarantee Issue amount from \$100,000 to \$150,000 for employees that have not previously been denied coverage. If the group would like proceed with this option, please sign and date below:

Signature: _____ Date: _____

Sincerely,

Lisa Ray
Group Underwriting

cc: 5th Ave. Agency Inc.
2310 Whiteburg Dr. S #7
Huntsville, AL 35801

President of the City Council of the
City of Huntsville, Alabama
Date: _____

BUSINESS ASSOCIATE AGREEMENT FORM

Part I – Preamble

- A. **Effective Date:** The effective date of this Business Agreement (“Agreement”) is 10/01/12.
- B. **Parties:** The parties to this agreement are **City of Huntsville Group Insurance Plan**, (“Covered Entity”) and **Lincoln National Life Insurance Company, under Lincoln Financial Group**, (“Business Associate”), a corporation. Lincoln National Life Insurance Company is an “insurance carrier” and all references in this agreement to “insurance carrier” refer to Lincoln National Life Insurance Company. For purposes of this Agreement, Lincoln National Life Insurance Company is a business associate (as defined in the HIPAA Privacy Rule as defined below) of Covered Entity. Covered Entity and Business Associate agree that there shall be no third party beneficiaries to this Agreement, including but not limited to individuals whose Protected Health Information (defined below) is created, received, used, and/or disclosed by Business Associate in its role as Business Associate.
- C. **Purpose:** The parties intend that this Agreement comply with the business associate agreement requirements set forth in the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 (“HIPAA Privacy Rule”), as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”). The parties also intend that this agreement comply with the relevant provisions of applicable state health care information privacy laws.
- D. In connection with the Business Associate's creation, receipt, use, and/or disclosure of Protected Health Information, the parties agree as follows:

Part II – General Terminology

- A. The following terms shall have the same meaning in this Agreement as is set forth in the HIPAA Privacy Rule: data aggregation, designated record set, individual, required by law, and Secretary. Protected Health Information (“PHI”) shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, but limited to the information created or received by Business Associate from, or on behalf of, Covered Entity. Breach and Unsecured Protected Health Information shall have the same meanings as the terms “breach” and “unsecured protected health information” in the HITECH Act.
- B. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Privacy Rule, as may be expressly amended from time to time by the U.S. Department of Health and Human Services (“HHS”) or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties, the interpretations of HHS, such court, or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.
- C. Where there are provisions in this Agreement additional to those mandated by the HIPAA Privacy Rule, but which are not prohibited by the HIPAA Privacy Rule, the provisions of this Agreement will apply.

Part III – Permitted Uses and Disclosures by Business Associate

- A. Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of PHI would not violate the HIPAA Privacy Rule if done by Covered Entity: (1) those functions, activities, and/or services as are identified in the Insurance Policy between the Covered Entity and Insurance Carrier and/or (2) those functions, activities, and/or services provided by Business Associate in Connection with application and underwriting processes.

- B. As part of its providing functions, activities, and/or services to Covered Entity as identified in III A., Business Associate may disclose information, including PHI, to other business associates of Covered Entity and may use and disclose information, including PHI, received from other business associates of Covered Entity as if this information was received from, or originated with, Covered Entity.
- C. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
- D. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity.
- E. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- F. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- G. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504 (e)(2)(i)(B).
- H. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate security measures to protect the electronic PHI.
- I. If Business Associate becomes aware of any use or disclosure of PHI that is not provided for in this Agreement, Business Associate will report that use or disclosure to Covered Entity as soon as reasonably possible. If Business Associate becomes aware of any security incident concerning electronic PHI, Business Associate will report that incident to Covered Entity as soon as reasonably possible.
- J. Business Associate agrees, at the written request of Covered Entity, to provide access to PHI in accordance with 45 C.F.R. § 164.524. Business Associate may require covered Entity to pay certain fees, as delineated in 45 C.F.R. § 164.524 (c) (4), for it to provide copies or summaries of PHI.
- K. Upon receiving written notification from Covered Entity that it has directed or agreed, pursuant to 45 C.F.R. § 164.526, to amend PHI, Business Associate agrees to make PHI available for amendment and incorporate any such amendments to PHI as directed by Covered Entity.
- L. In accordance with 45 C.F.R. § 164.528, Business Associate will retain and make available to Covered Entity, upon written request, the information required by Covered Entity to provide an accounting of disclosures, if so requested by an individual.
- M. For the purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Rule, Business Associate shall make available to the Secretary the business

Associate's internal practices, books, and records relating to the use and disclosure of PHI. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Business Associate by virtue of this provision of the Agreement.

- N. Business Associate agrees to, as soon as practicable, but in no case later than 30 calendar days after the discovery of a breach of unsecured protected health information, notify Covered Entity of such breach. A breach shall be treated as discovered as of the first day on which such breach is known or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or agent of Business Associate. The notification shall include, to the extent possible, the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the breach. In addition, Business Associate shall provide Covered Entity with any other available information that Covered Entity is required to include in the notification to the individual under 45 C.F.R. § 164.404 (c) of the HIPAA Privacy Rule.

Part IV – Obligations of Covered Entity

- A. Upon request, Covered Entity shall provide, in a timely manner, Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such Notice.
- B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permissions by the covered Entity or any individual to use or disclose PHI if such changes, revocations or permissions affect Business Associate's permitted or required uses and disclosures.
- C. Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Except for Business Associate's management and administrative activities and data aggregation, Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by Covered Entity.

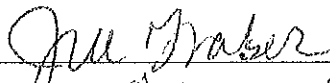
Part V – Termination Provisions

- A. This Agreement shall continue until it is terminated by any of the parties or if a Policy that exists between the covered Entity and the Insurance Carrier expires without renewal. Any party to this Agreement may terminate this Agreement without the necessity of showing cause by the delivery of a written notice from the terminating party to the other parties. However, if a Policy exists between the Covered Entity and the Insurance Carrier, then the termination of this Agreement shall not be effective until either (1) all claims under the Policy are received and processed by Business Associate or (2) the time period delineated in the Policy for claims to be submitted to Business Associate and processed by Business Associate upon the Policy's termination, has expired, whichever event occurs first. If no Policy exists between Covered Entity and the Insurance Carrier then the termination is effective ten (10) business days from the date that the party receives such notice. Notwithstanding any other provision of this Agreement, Covered Entity will not withhold PHI from Business Associate so as to prevent Business Associate from using its usual and routine claims processing procedures to process claims under this section.
- B. If Covered Entity determines that Business Associate has violated a material term of this Agreement then Covered Entity shall inform Business Associate in writing of the violation and Business Associate shall either terminate this Agreement under paragraph Part V.A. or endeavor to cure such violation. If Business Associate endeavors to cure the violation but

fails to do so in a reasonable period of time, Covered Entity may terminate this Agreement upon written notice. Such termination shall be effective on the date that Business Associate receives the termination notice from covered Entity which states that Covered Entity wishes to terminate this Agreement under this provision and states the material term of this Agreement that Covered Entity believes has been violated by Business Associate; however, any amounts of premium due from Covered Entity to Business Associate as of the effective date of the termination continue to be so due.

- C. Subject to the Part V.A. above, if a Policy exists between Covered Entity and the Insurance Carrier and such Policy is terminated or expires, this Agreement shall be deemed to have terminated at the same moment the Policy's termination or expiration became effective. Similarly and subject to Part V.A. above, if this Agreement is terminated by any party, all other agreements then existing between Business Associate and Covered Entity, unless otherwise agreed to in writing by Business Associate and Covered Entity, are also deemed to have been terminated at the same moment this Agreement's termination became effective. However, in either case any amounts of premium due from Covered Entity to Business Associate under any such agreements as of the effective date of termination continue to be due.
- D. Upon the termination of this Agreement, Business Associate will, if feasible, return to Covered Entity all PHI or, at its discretion, in the alternative, Business Associate will destroy all PHI. If such return or destruction is not feasible, Business Associate will continue to extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

Insurance Carrier: Lincoln National Life Insurance Company

By: 
Printed Name: Jill Graber
Title: Manager National Accounts

Plan: City of Huntsville Group Insurance Plan

By: _____
Printed Name: Tommy Battle
Title: Mayor of the City of Huntsville, Alabama